<u>General Government Committee</u>
Linda Gorton-Vice Mayor
Steve Kay-At-Large
Chris Ford-1st District
Shevawn Akers-2nd District
Diane Lawless-3rd District
Julian Beard-4th District
Jenny Scutchfield-7th District
George Myers-8th District
Harry Clarke-10th District
Ed Lane-12th District

Staff:
Jenifer Benningfield

AGENDA
GENERAL GOVERNMENT COMMITTEE
April 9th, 2013
11:00am

1.	**Approval of Summary**	**Steve Kay**	**(1-4)**
2.	**Quorum**	**Glenda George**	**(5-6)**
3.	**Metro Employees Credit Union Update**	**Sally Hamilton**	**(7-15)**
4.	**Items in Committee**	**Steve Kay**	**(16)**

<u>Future Committee Meetings</u>
May 7th, 2013
June 4th, 2013
July 2nd, 2013
August 13th, 2013
September 10th, 2013
October 1st, 2013
November 5th, 2013

<u>"The General Government Committee, to which shall be referred matters relating to the general administration of government; The Department of Law; The Department of General Services; each department's respective divisions; and, any related partner agencies."</u>

General Government Committee

March 5th, 2013

Summary and Motions

Chair Steve Kay called the meeting to order at 11:00am. Committee Members present were VM Linda Gorton, Chris Ford, Shevawn Akers, Julian Beard, Jenny Scutchfield, George Myers, Harry Clarke and Ed Lane. Kevin Stinnett attended as a non-voting member.

1. Approval of Summary

Motion by Akers to approve the summary. Seconded by Lane.

Motion by Gorton to amend the motion to add Diane Lawless and Julian Beard to the meeting attendees listing. Seconded by Ford. Motion passed without dissent.

Akers motion passed without dissent.

2. Amendment of Section 4.104 of the Council Rules

Glenda George from the Law Department came to the podium to present. She said that she made all of the changes that were requested at the last General Government Committee meeting.

Motion to approve the amendments to Section 4.104 of the Council Rules by Clarke. Seconded by Lane.

Gorton expressed concerns about transparency since the items listed under Legislative Review would not be part of the permanent record. She said that the reason they give items two readings is so they become a part of the official record. She said that the links from Legistar are not part of the official record. Gorton said that she may need to vote no.

Beard asked George if it was state law that ordinances have two readings. George said that the Susan Lamb, the Council Clerk, would have to answer that. Beard also expressed concern about change orders and said he was not ready to support the amendments.

Stinnett said that the process to amend Section 4.104 began four years ago to make things more efficient, but feels that these changes will merely add another item to the Work Session agenda under Legislative Review, making the process less efficient. He said that he believes that price contracts and change orders need to stay on the docket. He said that he thinks this process will make things less transparent. Stinnett said that he would like to keep the process the way it is.

Beard asked Lamb about transparency. Lamb said that with the advent of Legistar, the work of the Council has become very transparent and noted that members of the public must access Legistar through an internet connection. She said that the Legistar system is very user friendly.

Ford asked about the items that would fall under the Legislative Review. He suggested putting them under one resolution like personnel actions. George said that if they are going to put them on the docket, it would be better to leave things as they are.

Akers asked why the Council has spent four years working on this when it appears that none of the Council supports it.

Lane said that he introduced the idea when the economy was more robust. He said there was also an issue with advertising. The whole idea was to save money, speed up the meetings and focus more time on the important issues before Council. He said that since then, the economy has slowed and there are not as many items coming forward for the docket.

Lane suggested removing sections b, c, and j.

Myers said that even with donations it is important to read them twice so that citizens have a trail to follow. He reminded Council Members about the helicopter that was donated to the LFUCG. He said that there were future costs associated with accepting it. Myers also mentioned that it helps to see which companies are being awarded contracts and donating items.

<u>Motion by Beard to table the issue for a period not to exceed one year. Seconded by Gorton. Motion failed 3-5. Kay, Akers, Clarke, Lane and Ford voted nay.</u>

Myers said that Work Sessions are for work and that it is important to allow constituents the opportunity to attend or watch the Council meetings on Thursday evenings.

<u>Motion by Ford to amend Clarke's motion to strike under Legislative Review, sections b, c, and j. Seconded by Lane. Motion passed 6-2. Beard and Myers voted nay.</u>

<u>Motion by Myers to amend to strike sections a, e and i. Motion died for a lack of a second.</u>

George reminded Committee members that the Urban County Council shall review and discuss each item listed on the Work Session agenda under Legislative Review and can refer it to a Council committee, refer it back to the administration for additional information, can place it on the docket, or can take no action.

<u>Amended motion passed 5-3. Beard, Myers, and Gorton voted nay.</u>

3. Website Linking Policy

Scott Shapiro came to the podium to present. He said that the CAO can now add or remove a link. Also, the changes will allow for-profit entities that are co-sponsoring an event to be linked from www.lexingtonky.gov.

Gorton asked about linking to for-profit entities. Shapiro said that Keith Horn and Myers both had concerns about this. The links can go right to an advertisement and Shapiro said that that type of link is not what he wants to see. Jerry Hancock from the Division of Parks and Recreation gets sponsorships by using links to the for-profit entities. Gorton said that she would like to see logos instead of links. Shapiro said that he would also like the logo instead of the link.

Myers asked about the section entitled "External Website Building." Myers said that if the policy passes, the LFUCG webmaster would no longer be able to build websites for others, like in the instance of the Friends of the Skatepark group. Shapiro said yes, the LFUCG would stop building those types of sites. However, he said they could still be linked. Although he disagreed with the building of external sites for entities that the LFUCG has an agreement with, Myers said that overall he thinks the policy is great.

Beard asked about logos. Shapiro said that the logos would be on event pages. If an entity sponsors an event with the LFUCG, the logo could be a link.

Shapiro said that he would work on the final point and get the policy completed. Kay confirmed that they could remove the issue from Committee.

Myers asked Shapiro again about the LFUCG creating web pages for entities. Myers said that we could get a good return on investment. Shapiro said that the issue may be beyond the scope of the CAO policy. Shapiro said that his question would be when the website would be built; before the money was raised or after?

Myers said that the entity would have to have a signed agreement with the LFUCG. Shapiro said that it was his understanding that there was not wide support on the Council for creating these websites.

Hamilton said that she will go back and take a look to see what has been done in the past. She said she is interested in finding out if there is middle ground.

4. CAO Policy #3 and Fleet Right Sizing Update

Jamshid Baradaran, the Director of Fleet Services, came to the podium and said that he was going to discuss CAO Policy #3 proposed additions/enhancements, the GPS System Implementation (Phase 1), the proposed fleet CIP Funding model, and operational cost reduction initiatives.

He presented a powerpoint presentation to illustrate the LFUCG fleet distribution per department. He said that a large percentage of the light fleet are in Public Safety (Police cruisers). Furthermore, refuse trucks make up the largest percentage of the LFUCG heavy fleet.

Baradaran presented the proposed changes to CAO Policy #3. He said that they are identifying vehicles and are trying to match those vehicles with the specific needs of divisions. He also mentioned alternative fuel usage.

Baradaran then presented an update on the GPS System Implementation and said that the evaluation of the system options has been completed. He said that they are currently evaluating the State's price contract to identify the most feasible option for implementation. The estimated program cost has been included in the Division's proposed FY2014 budget.

Baradaran said that he is proposing a 10-year transition plan reducing the current reliance on bond funds for fleet CIP to an internal revolving funding source. He has assumed a 5% cost escalation factor in his equation.

Baradaran presented a graph illustrating the impact of eliminating the 'home fleet' on Police Fleet operation expenses.

5. Items in Committee

<u>Motion by Gorton to remove the resolution to amend 4.104 of the Council Rules from the items referred list. Seconded by Lane. Motion passed without dissent.</u>

<u>Motion by Lane to remove the website linking policy from the items referred list. Seconded by Ford. Motion passed without dissent.</u>

CAO Policy #3 Vehicle Use and Assignment/Fleet Right Sizing, Lease agreements and PSA with Metro Employees Credit Union, and Quorum will be on the April agenda.

<u>Motion by Gorton to adjourn. Seconded by Myers. Motion passed without dissent.</u>

Submitted by Jenifer Benningfield, Council Administrative Specialist

DRAFT
3/29/13

RESOLUTION NO.________-2013

A RESOLUTION AMENDING SECTION 2.201

WHEREAS, the Urban County Council, by Resolution No. 55-79, as amended, has adopted "Rules and Procedures of the Lexington-Fayette Urban County Council";

WHEREAS, Section 5.104 of the rules provides that "[n]o permanent change shall be made to these Rules without notice specifying the purpose and wording of the change given prior to the consideration of the change and the adoption of the permanent change by a majority of all Councilmembers through an amending resolution"; and,

WHEREAS, notice of the aforementioned changes was given to all Councilmembers at Council work session on ___________, 2013.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE COUNTY GOVERNMENT:

Section 1 – That Section 2.201 of the Council Rules be, and hereby is, amended to read as follows:

> Sec. 2.201. - Quorum.
>
> A quorum of any <u>standing</u> committee shall be a majority of that committee, except that in the absence of the necessary number of committee members, any councilmember present but not a committee member may help constitute the quorum. <u>If more than one councilmember who is not on the committee is present and councilmembers not on the committee are needed to constitute a quorum, the chair shall only recognize the number of councilmembers not on the committee as are deemed necessary to constitute the quorum.</u> <u>If a quorum is not present, the standing committee shall take one of the following procedural actions: 1) take measures to obtain a quorum including recessing for a specified period of time; 2) fix the time which to adjourn; or 3) adjourn.</u>

Section 2 - That this Resolution shall become effective upon passage.

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
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DEPARTMENT OF LAW
DRAFT MARCH 20, 2013

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made and entered into on this ___ day of July 2013, by and between Lexington Fayette Urban County Government (hereinafter "LFUCG"), and an urban county government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A ("Lexington") and the Metro Employees Credit Union, Inc.("MECU"), a Kentucky nonprofit corporation with offices located at 1306 Versailles Road, Suite 140, Lexington, Kentucky 40504.

WITNESSETH:

WHEREAS, MECU was originally established in 1940 to serve as the credit union for employees of Lexington and has provided its members with banking-related services since that time; and

WHEREAS, MECU only serves employees of Lexington and their families;

WHEREAS, the employees of Lexington benefit from the availability of MECU to them as credit union; and

WHEREAS, for a number of years Lexington has provided to MECU certain payroll data and related services pertaining to its employees who have accounts with MECU; and

WHEREAS, the parties wish to formalize this relationship.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, Lexington and MECU, hereby covenant and agree as follows:

DEPARTMENT OF LAW
DRAFT MARCH 20, 2013

MEMORANDUM OF AGREEMENT

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WHEREAS, for a number of years Lexington has provided to MECU certain payroll data and related services pertaining to its employees who have accounts with MECU; and

WHEREAS, the parties wish to formalize this relationship.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, Lexington and MECU, hereby covenant and agree as follows:

1. The above recitals are incorporated herein as if fully stated.

2. This Agreement shall be for an initial period of five (5) years, and may be automatically renewed for up to three (3) additional periods of one (1) year each. If either party does not wish to have the Agreement automatically renew it shall provide the other party with at least sixty (60) days advance written notice.

3. Either party may cancel or terminate this Agreement at any time and for any reason by providing at least sixty (60) days advance written notice.

4. At all times relevant to this agreement, MECU will continue to make available and provide its services to the employees of Lexington and their eligible family members.

5. Each payroll cycle Lexington and MECU will exchange certain payroll data including deductions and related services for employees who have accounts with MECU. MECU will provide Lexington with a compatible electronic file no later than two (2) business days before the payroll is scheduled to be processed by Lexington.

6. Lexington reserves the right to charge MECU for any system changes or enhancements incurred by Lexington to provide these services. All such changes or enhancements shall be agreed to in advance by the parties and in the event Lexington decides to charge MECU for such changes or enhancements payment by MECU shall be due within thirty (30) days of MECU being invoiced.

7. In the event Lexington's payroll system changes or is substantially modified it shall be under no obligation to continue to provide these services to MECU absent a new agreement between the parties regarding these services.

8. MECU shall have each Lexington employee who utilizes MECU for services and is affected by the above payroll services to provide the appropriate authorization to have his or her paycheck distributed into the relevant accounts at MECU.

9. MECU shall be solely responsible for the accuracy of the data provided to Lexington and agrees to indemnify, save, and hold harmless Lexington and its elected and appointed officials, employees, agents, volunteers, and successors in interest from and

against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, that arise or are alleged to have arisen, directly or indirectly, from the deduction or treatment of any employees funds or the performance of this Agreement.

10. The parties agree that Lexington shall not be liable for any damages to MECU in the event that Lexington's payroll system is unable to timely process the information. The parties further agree that Lexington shall not be required to incur any additional costs beyond those normally associated with maintaining and operating the current payroll data sharing exchange.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement on the date first above written.

Lexington-Fayette Urban County Government

By: ______________________________
JIM GRAY MAYOR

ATTEST:

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Susan Lamb
Clerk of the Urban County Council

Metro Employees Credit Union, Inc.

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ATTEST BY:

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00383800

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made and entered into on this ____________day of April 2013, by and between Lexington Fayette Urban County Government ~~(hereinafter "LFUCG"), and~~, an urban county government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A ("Lexington") and the Metro Employees Credit Union, ~~Inc.("~~Incorporated ("MECU"), a Kentucky nonprofit corporation organized and governed as a credit union by KRS 286.6.005 et seq. with ~~offices~~its principal office located at 1306 Versailles Road, Suite 140, Lexington, Kentucky 40504 and a branch office located at 101 East Vine Street, Lexington, Kentucky.

~~W I T N E S S E T H:~~

WITNESSETH:

WHEREAS, MECU was originally established in 1940 by city of Lexington employees to serve as the credit union for employees of Lexington ~~and has provided its members with banking-related services since that time; and~~

~~WHEREAS, MECU only serves employees of Lexington and their families;~~

~~WHEREAS,~~under the ~~employees of~~name Lexington ~~benefit from~~Kentucky City Employees Credit Union. Upon the ~~availability of MECU~~merger of Lexington and Fayette County into the Lexington Fayette Urban County Government, MECU changed its name in February, 1975 to ~~them as credit union; and~~Metro Employees Credit Union, Incorporated to serve the employees of the merged government;

~~WHEREAS, for a number of years~~WHEREAS, MECU has been the exclusive credit union for Lexington's employees since Lexington was created pursuant to KRS Chapter 67A;

WHEREAS, MECU's membership is currently limited to employees (and their immediate families) of Lexington, Lexington's accepted outside agencies and MECU("MECU's Member(s)");

WHEREAS, eligibility to be a MECU Member is a valuable benefit to Lexington's employees;

WHEREAS, at Lexington's request, MECU assists Lexington in informing Lexington's employees of their eligibility and the benefits to becoming an MECU Member. MECU presents relevant information to Lexington's employees during new employee orientation, open enrollment meetings, health / benefit fairs and through electronic media, including GTV3;

WHEREAS, at Lexington's request, MECU assists Lexington in training Lexington's employees to use payroll system kiosks Lexington has ~~provided to~~placed in MECU's offices;

WHEREAS, MECU also supports and serves Lexington's divisions by providing them with banking services such as savings and checking accounts, cashing checks, accepting overnight deposits, waiving service fees, notarizing documents, providing change, and by participating in and supporting Lexington during Lexington's events and fundraising activities;

WHEREAS, in recognition of the benefits MECU provides to Lexington and its employees, Lexington permits its employees to serve on MECU's Board and Supervisory Committee and attend Board and Committee meetings for at least three hours per month without having to use leave time;

WHEREAS, Lexington provides MECU certain payroll data and related services ~~pertaining~~so MECU can offer "Payroll Deduction Services" to ~~its~~Lexington employees who ~~have accounts with~~are MECU Members; and

~~WHERAS~~WHEREAS, the parties ~~wish to formalize this~~want to hereby acknowledge their mutually beneficial relationship~~.~~ and clarify their respective rights and obligations regarding the Payroll Deduction Services.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, Lexington and MECU, hereby covenant and agree as follows:

1. ~~1.~~ The above recitals are incorporated herein as if fully stated~~.~~ and the parties will continue supporting each other accordingly.

2. ~~2.~~ This Agreement related to the Payroll Deduction Services shall be for an initial period of ~~three (3~~five (5) years, and may be automatically renewed for ~~up to three (3)~~ additional periods of one (1) year each. If either party does not wish to have the Agreement automatically renew it shall provide the other party with at least sixty (60) days advance written notice.

3. ~~3.~~ Either party may ~~cancel or~~ terminate ~~this Agreement~~its obligations related to the Payroll Deduction Services at any time and for any reason by providing the other party at least ~~sixty (60~~ninety (90) days advance written notice.

4. ~~4. At all times relevant to this agreement~~While Lexington fulfills its obligations related to the Payroll Deduction Services, MECU will continue to ~~make available and provide its services to the~~ permit Lexington's employees ~~of Lexington~~ and their eligible family members~~.~~ to be MECU Members.

5. ~~5. Each~~ At each Lexington payroll cycle Lexington and MECU will exchange ~~certain~~necessary payroll data, including deductions and related services for Lexington employees who ~~have accounts with MECU~~are MECU Members receiving Payroll Deduction Services. MECU will provide Lexington with a compatible electronic file no later than two (2) business days before the payroll is scheduled to be processed by Lexington. Lexington will provide MECU with a compatible electronic file and payroll total no later than (2) business days before the date Lexington's employees are scheduled to be paid.

6. ~~6.~~ Lexington reserves the right to charge MECU reasonable amounts Lexington is required to spend for ~~any~~computer system changes or enhancements ~~incurred by~~ necessary for Lexington to provide ~~these~~ the information and services~~. All~~ to MECU required by this Agreement. The parties shall agree in advance to any such changes or enhancements ~~shall be agreed to in advance by the parties and in the event~~. If Lexington decides to charge MECU for such changes or enhancements payment by MECU to Lexington shall be due within thirty (30) days ~~of~~after MECU ~~being invoiced~~receives the appropriate invoice.

7. ~~7. In the event~~ If changes or modifications to Lexington's payroll system ~~changes or is substantially modified it shall be under no obligation to continue~~materially affect Lexington's ability to provide ~~these~~ the information and services to MECU ~~absent a new agreement between the parties regarding these services~~required by this Agreement, Lexington and MECU will in good faith negotiate necessary changes to this Agreement and take all reasonable action to minimize any adverse impact on affected Lexington employees.

8. ~~8.~~ MECU shall ~~have~~require each Lexington employee ~~who utilizes MECU for services and is affected by the above payroll services~~to whom MECU provides Payroll Deduction Services to provide ~~the~~Lexington with appropriate authorization ~~to have~~for Lexington to distribute his or her paycheck ~~distributed~~ into the ~~relevant accounts~~proper account at MECU.

9. ~~9.~~ MECU shall be ~~solely~~ responsible to Lexington for the accuracy of the data ~~provided~~MECU provides to Lexington ~~and~~. MECU agrees to indemnify, save, and hold harmless Lexington and its elected and appointed officials, employees, agents, volunteers, and successors in interest from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action,

judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are ~~in any way incidental to or connected with, that arise or are alleged to have arisen, directly or indirectly, from~~proximately caused by the deduction or treatment of ~~any employees funds or the performance of~~a Lexington employee's payroll based on information MECU provided to Lexington pursuant to this Agreement.

10. ~~10. The parties agree that~~ Lexington shall not be liable to MECU for ~~any~~ damages ~~to MECU~~ if a malfunction in ~~the event that~~ Lexington's payroll system ~~is unable to~~prevents Lexington from timely ~~process~~ providing MECU with the information~~.~~ ~~The parties further agree that~~ required by this Agreement. Lexington shall not be required to incur ~~any additional~~ costs beyond those ~~normally associated with maintaining~~reasonably necessary to maintain and ~~operating the~~operate its current payroll data sharing exchange.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement on the date first above written.

~~**Lexington-Fayette Urban County Government**~~

~~By:~~ ____________________

~~JIM GRAY MAYOR~~

~~ATTEST:~~

____

~~Susan Lamb~~

~~Clerk of the Urban County Council~~

~~**Metro Employees Credit Union, Inc.**~~

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~~ATTEST BY:~~

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~~00382388~~

Lexington Fayette Urban County Government

By: ______________________

Jim Gray, Mayor

ATTEST BY:

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Susan Lamb
Clerk of the Lexington Fayette
Urban County Council

Metro Employees Credit Union, Incorporated

By: ______________________

Piper L. Graham, President

ATTEST BY:

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4813-8756-7379.2/893.00010

4813-8756-7379, v. 2

General Government Committee Referrals

Item	Referred By	Date Referred	Status
Franchise Agreements (Increasing Fee from 3% to 4%)	Ellinger	01/13/2011	03/22/11, 01/05/12
Relationship with the BGADD	Myers	04/12/2012	
CAO Policy #3 Vehicle Use and Assignment / Fleet Right-Sizing	GS Link	05/29/2012	03/05/2013, 05/07/2013
Lease Agreements and PSA with the Metro Employees Credit Union	Farmer	10/16/2012	9/11/12, 11/13/12, 1/15/13, 04/09/2013
Quorum	Gorton	11/20/2012	04/09/2013
Procedure for Underwriting or Sponsoring one of our Facilities or Parks	Gorton	03/06/2013	